
CMS Manual System

Pub. 100-04 Medicare Claims Processing

Department of Health &
Human Services (DHHS)
Centers for Medicare &
Medicaid Services (CMS)

Transmittal 323

Date: OCTOBER 22, 2004

CHANGE REQUEST 3499

SUBJECT: Update Regarding the Use of American Dental Association's (ADA) Current Dental Terminology (CDT) Codes on Medicare Contractors' Web Sites and Other Electronic Media

I. SUMMARY OF CHANGES: This instruction informs contractors of revisions regarding the criteria that must be followed when using the ADA's Current Dental Terminology codes on their Web sites and other electronic media. The revisions are minor and mainly consist of referencing CDT rather than CDT-4. The revisions appear in red italics.

NEW/REVISED MATERIAL - EFFECTIVE DATE*: August 1, 2004

IMPLEMENTATION DATE: November 22, 2004

Disclaimer for manual changes only: The revision date and transmittal number apply to the red italicized material only. Any other material was previously published and remains unchanged. However, if this revision contains a table of contents, you will receive the new/revised information only, and not the entire table of contents.

II. CHANGES IN MANUAL INSTRUCTIONS:

(R = REVISED, N = NEW, D = DELETED)

R/N/D	CHAPTER/SECTION/SUBSECTION/TITLE
R	23/Table of Contents
R	23/20/20.7 – Use of the American Medical Association's (AMA's) Physicians' Current Procedural Terminology (CPT) Fourth Edition Codes, and Use of the American Dental Association's (ADA's) Current Dental Terminology (CDT) Codes on Contractors' Web Sites and Other Electronic Media.
R	23/20/20.7.10 – Displaying Material with CDT Codes
R	23/20/20.7.11 – Use of CDT Nomenclature and Descriptors
R	23/20/20.7.12.1 – ADA Copyright Notice
R	23/20/20.7.12.2 – Point and Click License, and Shrink Wrap License
R	23/20/20.7.13.1 – Exhibit I – Samples of CDT Nomenclature and Descriptors
R	23/20/20.7.13.2 – Exhibit II – Point and Click License
R	23/20/20.7.13.3 – Exhibit III – Shrink Wrap License

III. FUNDING: Medicare contractors shall implement these instructions within their current operating budgets.

IV. ATTACHMENTS:

X	Business Requirements
X	Manual Instruction
	Confidential Requirements
	One-Time Notification
	Recurring Update Notification

***Unless otherwise specified, the effective date is the date of service.**

Attachment - Business Requirements

Pub. 100-04	Transmittal: 323	Date: October 22, 2004	Change Request 3499
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SUBJECT: Update Regarding the Use of American Dental Association's (ADA) Current Dental Terminology (CDT) Codes on Medicare Contractors' Web Sites and Other Electronic Media

I. GENERAL INFORMATION

A. Background:

Since August 1999, the ADA and CMS have had an agreement in place for the use of CDT codes on Medicare contractors' Web sites and other electronic media. The agreement was renegotiated in October 2003 and again in August 2004. This instruction advises Medicare contractors of the recent changes and updates that were part of the recently renegotiated agreement which became effective on August 1, 2004.

B. Policy:

CMS has entered into an agreement with the ADA for using CDT codes on Medicare contractors Web sites and other electronic media. Contractors shall follow the criteria currently listed in the Internet Only Manual. This instruction updates/revises Pub 100-04, Chapter 23, Section 20.7.

C. Provider Education: None.

II. BUSINESS REQUIREMENTS

"Shall" denotes a mandatory requirement

"Should" denotes an optional requirement

Requirement Number	Requirements	Responsibility (place an "X" in the columns that apply)								
		FI	RHHI	Carrier	DMERC	Shared System Maintainers				Other
					FISS	MCS	VMS	CWF		
3499.1	Contractors shall follow the criteria listed in the Pub 100-04, chapter 23, section 20.7 of this instruction when using CDT codes on their Web sites.	X		X						

Requirement Number	Requirements	Responsibility (place an "X" in the columns that apply)								
		FI	RHHI	Carrier	DMERC	Shared System Maintainers				Other
						FISS	MCS	VMS	CBF	
3499.2	A "POINT and CLICK" license shall continue to be used for all forms of electronic media (information sent via e-mail, CD-ROM, Web site, tapes, disk, etc.) containing CDT codes and descriptors. Viewers that wish to accept the conditions of the agreement shall click on I ACCEPT, and will be allowed to access and use the software. Those who do not choose to accept the conditions of the agreement shall click on I DO NOT ACCEPT, and exit from the computer screen.	X		X						
3499.3	The updated ADA copyright notice shall continue to be used when publishing CDT codes and/or descriptors, on contractors Web site and in other electronic media.	X		X						

III. SUPPORTING INFORMATION AND POSSIBLE DESIGN CONSIDERATIONS

A. Other Instructions: N/A

X-Ref Requirement #	Instructions

B. Design Considerations: N/A

X-Ref Requirement #	Recommendation for Medicare System Requirements

C. Interfaces: N/A

D. Contractor Financial Reporting /Workload Impact: N/A

E. Dependencies: N/A

F. Testing Considerations: N/A

IV. SCHEDULE, CONTACTS, AND FUNDING

<p>Effective Date*: August 1, 2004</p> <p>Implementation Date: October 22, 2004</p> <p>Pre-Implementation Contact(s): April Billingsley (for carrier related questions), 410-786-0140, abillingsley@cms.hhs.gov; or Diana Motsiopoulos (for FI related questions), 410-786-3379, dmotsiopoulos@cms.hhs.gov</p> <p>Post-Implementation Contact(s): The appropriate regional office</p>	<p>Medicare Contractors shall implement these instructions within their current operating budgets.</p>
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***Unless otherwise specified, the effective date is the date of service.**

Medicare Claims Processing Manual

Chapter 23 - Fee Schedule Administration and Coding

Requirements

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(Rev. 323)

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See Business Requirements at

http://www.cms.hhs.gov/manuals/pm_trans/R43CP.pdf

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

PM AB-00-126 (CR1415)

The CMS and the AMA signed an amendment to the original 1983 Agreement on CMS' use of CPT coding. This amendment covers the use of the CPT codes, descriptions, and other materials on contractors' Web sites and in other electronic media. (For purposes of this manual, electronic media is defined as tapes, disk, or CD ROM.)

On August 18, 1999, the ADA and CMS entered into a license agreement regarding computer and print use of *the ADA's Current Dental Terminology –Fourth Edition Codes*. Additionally, the agreement was modified to provide for Internet and other electronic media use of *dental codes*. The amendment was recently renegotiated with minor updates *in October 2003 and in August 2004. The new effective date of the renegotiated ADA/CMS amendment is August 1, 2004.*

Contractors must follow the requirements and guidelines below for any new or revised material used on their Web sites and in electronic media.

20.7.10 – Displaying Material With CDT Codes

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

This section provides the criteria that must be followed in using *CDT* codes on Medicare contractor Web sites and other electronic media. The agreement and the subsequent amendments follow the format of the CMS/American Medical Association (AMA) Amendment. The actual ADA/CMS License Agreement can be viewed by going to <http://www.cms.hhs.gov/contractors>.

The following is a summation of the criteria contained in the ADA/CMS amendments.

- The ADA has developed a publication entitled Current Dental Terminology, (*CDT*), for use in dental offices for purposes of keeping patient records, reporting procedures on patients, and processing dental insurance claims.

- The ADA owns all rights, title, and interest (including all copyrights and other intellectual property rights) in *CDT*. The CMS, as a licensee of *CDT*, has no proprietary interest in *CDT*.
- The CMS has agreed that in using *CDT* codes, its Entities must place the copyright notice on certain materials that contain *CDT* and on certain printouts of *CDT* nomenclature and descriptors. The copyright notice may not be removed or obscured. On any printouts containing a portion of *CDT*, the parts of *CDT* must be identified as belonging to the ADA.

The CMS entities have the authority to include *CDT* codes, nomenclature, and descriptors on their web sites, and electronic media in the following documents:

- Local medical review policies (LMRP);
- Bulletins/newsletters;
- CMS Manual System and billing instructions;
- Coverage and coding policies;
- Program Integrity bulletins and correspondence;
- Educational/training materials;
- Special mailings containing information that would otherwise be included in the aforementioned publications but, due to time constraints require expedited handling;
- Fee schedules;
- Program/policy handbooks or manuals; and
- Computer-based training materials.

The above types of documents should be designed to convey Medicare specific information to providers and others in the program and not *CDT* coding advice. Documents should not be designed to substitute for the *CDT* book with respect to *CDT* codes, "nomenclature," "descriptors," notes, and/or guidelines for any user.

Document(s), when sent by entities to other Federal and State agencies, must include a statement advising the requesting agency that the documents contain *CDT*, which is copyrighted, and that use of *CDT* is governed by a licensing agreement with the ADA.

Entities may use *CDT* descriptors in the above identified documents, provided that use of the *CDT* descriptors does not exceed 15 percent of the total number of *CDT* descriptors in the defined Category of Service, e.g., Restorative. The 15 percent limitation on the use of *CDT* descriptors shall not apply if the subsection of *CDT* has less than 15 *CDT* codes. There may be other circumstances where the ADA may waive the 15 percent rule. The ADA and CMS will address requests for waivers on a case-by-case basis. The ADA will respond in writing to any requests for waivers.

The use of *CDT* is authorized only for purposes related to participating in CMS programs. Organizations or entities that wish to use *CDT* for other purposes must obtain a license agreement from the ADA. Distribution of materials containing *CDT* codes or

descriptions that are unrelated to CMS programs or incorporate *CDT* into commercial products requires a separate license agreement with the ADA.

NOTE: CMS Medicaid entities use *CDT* codes more extensively than CMS Medicare contractors. However, since this agreement and its amendments apply to CMS entities, we wanted to make sure you are aware of the ADA criteria in using *CDT* codes on your Web sites and in other electronic media.

20.7.11 – Use of *CDT* Nomenclature and Descriptors

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

CDT "nomenclature" is defined as *CDT* five-character alphanumeric code numbers and abbreviated procedural descriptions which are typeset in bold in the ADA's *CDT* Users Manual. *CDT* "descriptors" are defined as *CDT* five-character alphanumeric code numbers, nomenclature, and procedural descriptions that include the complete procedural description.

EXAMPLE: *CDT* Code Nomenclature

D0102 Periodic oral evaluation

EXAMPLE: *CDT* Code Descriptor

D0102 An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately. For the purposes of calculating the amount of "use" of *CDT* descriptors as permitted, each distinct document is evaluated separately.

Fee schedules can include *CDT* codes and nomenclature but not *CDT* descriptors.

See Exhibit I for examples of formats that can be used to display *CDT* as directed in the Amendment.

20.7.12 – Required Notices

20.7.12.1 – ADA Copyright Notice

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

The following copyright notice shall appear on the screen or Web page including or immediately prior to the initial appearance or display of any *CDT* codes:

Current Dental Terminology, (CDT) (including procedure codes, *nomenclature, descriptors and other data contained therein*) is copyright by the American Dental Association. © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

The term of this license agreement shall begin on October 22, 2003, and continue until terminated by either party (ADA or CMS). Either party may terminate this License Agreement by providing 60 days prior written notice to the other party.

The grant of this license is being provided at no charge to CMS or its entities.

The ADA reserves the right to modify or change *CDT* at any time.

20.7.12.2 – Point and Click License, and Shrink Wrap License

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

When selected parts of *CDT* are made available by CMS Entities on Internet Web sites or electronic media, a "point and click" license must be used. This point and click license is similar to the one used when displaying the AMA CPT codes. Point and click license means a license that appears on a computer screen or Web page and includes a computer program or Web page mechanism that requires users to indicate whether they accept the terms of the license by pointing their cursor and signaling, by clicking, that they accept the terms of the license prior to access to *CDT*. An example of the point and click license is attached (see Exhibit II).

The point and click license must appear before initial access to any *CDT* containing pages at the entities' Web site (i.e., before a section of bulletins or LMRPs) or prior to each document at the entity's option and before each file download containing *CDT*.

You must include a point and click license in any electronic media that you distribute to users outside of your organization if such electronic media contains any documentation that includes *CDT*. However, electronic media containing a limited number of *CDT* codes (i.e., 6 *CDT* codes) need not contain a point and click notice. As in the AMA/CMS Amendment, if you are unable to use a point and click license in electronic media that you distribute to users outside your organization, you may use a shrink-wrap license. An example of the shrink-wrap license is attached (see Exhibit III).

E-mail communications containing a limited reference to *CDT* (e.g., 6 *CDT* codes) need not contain the copyright notice.

20.7.13 – Exhibits for ADA-CMS Agreement

20.7.13.1 – Exhibit I – Samples of **CDT** Nomenclature and Descriptors

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

Sample **CDT** Descriptor in a Document

Guidelines for administering the dental benefit - Diagnostic Procedures

Clinical oral evaluations are covered diagnostic procedures that must be distinguished from preventive (e.g., dental prophylaxis) procedures. The following CDT procedure code is most common.

Periodic evaluation is an eligible procedure. Benefits are limited to twice annually for each covered member. The date of service should be the actual date of the examination.

* **D0120 Periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This includes periodontal screening and may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

* The dental procedure code, nomenclature and descriptor above has been obtained, or appears verbatim, from the **Current Dental Terminology, (CDT)**. **CDT** (including procedure codes, *nomenclature ,descriptors and other data contained therein*) is copyrighted by the American Dental Association. © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

Sample **CDT** Nomenclature In A Fee Schedule

Revised 2003 National Dental Diagnostic Procedures Fee Schedule

<u>* CDT Code</u>	<u>* Nomenclature</u>	<u>Scheduled Amount</u>
D0120	Periodic oral evaluation	40
D0140	Limited oral evaluation-problem focused	50
D0150	Comprehensive oral evaluation-new or established patient	65
D0160	Detailed and extensive oral	100

	evaluation – problem focused, by report	
D0210	Intraoral-complete series (including bitewings)	95
D0220	Intraoral – periapical first film	22
D0230	Intraoral – periapical each additional film	15
D0272	Bitewings – two films	35
D0274	Bitewings – four films	49

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20.7.13.2 – Exhibit II – Point and Click License

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

POINT AND CLICK LICENSE FOR USE OF “CURRENT DENTAL TERMINOLOGY”, (“*CDT*”)

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3. Applicable Federal Acquisition Regulation Clauses (FARS)\Department of Defense Federal Acquisition Regulation Supplement (DFARS) Restrictions Apply to Government use. Please click here to see all U.S. Government Rights Provisions. [Text for "X" should appear when user clicks on the foregoing text link]

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I ACCEPT

I DO NOT ACCEPT

TEXT FOR X:

“**U.S. Government Rights.** This product includes *CDT*, which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which was developed exclusively at private expense by the American Dental Association, 211 East Chicago Avenue, Chicago, Illinois, 60611. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.”

20.7.13.3 - Exhibit III – Shrink Wrap License

(Rev. 323, Issued: 10-22-04, Effective: 08-01-04, Implementation: 11-22-04)

SHRINK WRAP LICENSE FOR USE OF “CURRENT DENTAL TERMINOLOGY”, (“*CDT*TM”)

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IF YOU ARE ACTING ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF SUCH ORGANIZATION AND THAT YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT CREATES A LEGALLY ENFORCEABLE OBLIGATION OF THE ORGANIZATION. AS USED HEREIN, "YOU" AND "YOUR" REFER TO YOU AND ANY ORGANIZATION ON BEHALF OF WHICH YOU ARE ACTING.

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